

SERIAL 06005 S CONSTRUCTION EQUIPMENT RENTAL

DATE OF LAST REVISION: August 16, 2006 CONTRACT END DATE: August 31, 2009

CONTRACT PERIOD THROUGH AUGUST 31, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CONSTRUCTION EQUIPMENT RENTAL**
 (NIGP CODES 97534, 97583, 97584)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 16 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/mm
Attach

Copy to: Clerk of the Board
 Evan Johns, Facilities Management
 Steve Varscsak, Facilities Management
 Gabriela Nasadurai, Flood Control
 Jim Baker, Transportation
 Mirheta Muslic, Materials Management

(Please remove Serial 00104-R from your contract notebooks)

**SPECIFICATIONS ON INVITATION FOR BID FOR: CONSTRUCTION EQUIPMENT RENTAL
(NIGP CODES 97534, 97583, 97584)**

Types of equipment and delivery point: CONSTRUCTION EQUIPMENT to be rented to several Maricopa County departments, as required. It is expected that this contract will be awarded to multiple vendors. Rental shall be by purchase order only.

1.0 INTENT:

The intent of these specifications is to obtain source(s) for renting Maricopa County requirements for various types of construction equipment.

- 1.1 The specifications and item descriptions are intended to represent items known to meet the County's requirements.
- 1.2 This is a requirement type contract based on historical usage and is structured to best serve the needs of the Maricopa County Department of Transportation, Flood Control District, the Facilities Management Department and other departments as required.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 This contract will be awarded by category of Equipment and geographic area of the County. The County will award this contract by zone to the lowest responsive, responsible vendors, by category of equipment and location.
- 2.2 For purposes of this bid, the Phoenix area has been divided into four (4) geographic areas:
 - 2.2.1 Zone 1 - All areas west of I-17 and north of Washington Street.
 - 2.2.2 Zone 2 - All areas west of I-17 and south of Washington Street
 - 2.2.3 Zone 3 - All areas of I-17 and north of Washington Street
 - 2.2.4 Zone 4 - All areas east of I-17 and south of Washington Street.
- 2.3 The County will pick-up the equipment at the closest vendor's outlet to the job site. The County representative will try to give at least 24 hour advance notice. However, emergencies will occur and must be accommodated with the least amount of time loss.

2.4 RENTAL RATES:

Each bidder shall provide daily, weekly and monthly rates for each piece of equipment listed on the pricing pages. It should be noted, whenever one rate equals or exceeds the next category, the rate shall change to the greater category. For example: A daily rate may equal a weekly rate after 4 days, or monthly rate equals 3 times weekly. The lowest rate then becomes effective for the remaining rental period.

- 2.5 The vendor shall ensure each piece of equipment is fully insured except for damage or loss caused through the negligence of a County employee. (See §3.7)

2.6 ADDITIONAL EQUIPMENT AVAILABILITY:

- 2.6.1 Each successful vendor will be required to make available price catalogs or lists of additional equipment available and the discount off their current price available to the County.
- 2.6.2 Each bidder should indicate if delivery to a job site is available and the rate/method of compensation.

- 2.7 Rental rates should include all ancillary components, and supplies. (I.e.: brush wear charge, cleaning, sharpening, misc. supplies, etc.). Maricopa County will provide fuel.

2.8 **ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Four (4) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.9 **DELIVERY:**

Vendors having more than one location in the Valley shall make these sites available for releasing the desired equipment to the County's representative.

Equipment shall be ready for immediate operation. If trailers are required they must be provided. The vendor must load the piece of equipment on the trailer. Delivery/Trailer charges may be listed separately, however any discount offered on the basic item shall apply equally to the delivery/trailer charge.

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 **ORDERING:**

Each activity having need of this contract service shall provide to each vendor a list of individuals who are authorized to request rental of equipment. All rentals shall be by signature only. No deposits or retention of any type will be authorized.

3.4 **INVOICES:**

For invoicing purposes, blanket purchase order will be issued to each contractor on a dollar basis. Final invoices must be presented within 15 days after the close of the month. Invoices, accompanied by a signed proof of delivery, must be submitted to the ordering offices address. The vendor shall also provide the County a copy of the rental agreement at the time of the equipment return. These two shall be matched at payment times.

3.5 **ESCALATION:**

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or

materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.6 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.6.1 Compliance with specifications

3.6.2 Price

3.6.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.7.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and

endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.7.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.7.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.7.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.7.3 Certificates of Insurance.

3.7.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.7.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.7.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, DEPARTMENT OF TRANSPORTATION, 602-506-4054
(JimBaker@mail.maricopa.gov)

STEVE VARSCSAK, FACILITIES MANAGEMENT, 602-506-8198
(S.Varscsak@FM.maricopa.gov)

GABRIELA NASADURAI VARADI, FLOOD CONTROL, 602-506-4712
(gav@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON MARCH 21, 2006
MARCH 07, 2006 AT 10:00 A.M. AT THE TRANSPORTATION DEPARTMENT
WAREHOUSE CONFERENCE ROOM, 2222 S. 27TH AVE., PHOENIX, AZ 85009.**

3.10 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents shall provide one (1) original (labeled), one hard copy and one (1) electronic copy of pricing on a CD in the exact same format as Attachment A, Pricing Pages. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

EMPIRE MACHINERY, 1725 SOUTH COUNTRY CLUB DRIVE, MESA, AZ 85210

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X__ YES ____ NO

PRICING SHEET: S075104/B0607659

6.0 PRICING:

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
6.1	<u>BACKHOE</u>									
	<u>Secondary</u>									
6.1.1	710B Extend-a-hoe, 4x4, John Deere Manufacturer/Model: <u>Caterpillar 446D Extend-ahoe,4x4</u>	<u>\$426</u>	<u>\$1,211</u>	<u>\$3,430</u>	<u>\$448</u>	<u>\$1,272</u>	<u>\$3,602</u>	<u>\$470</u>	<u>\$1,336</u>	<u>\$3,782</u>
6.4	<u>HEAVY EQUIPMENT</u>									
	<u>Primary</u>									
6.4.1	Blade-CAT120HP Manufacturer/Model: <u>Caterpillar120H</u>	<u>\$571</u>	<u>\$1,623</u>	<u>\$4,597</u>	<u>\$600</u>	<u>\$1,704</u>	<u>\$4,827</u>	<u>\$630</u>	<u>\$1,790</u>	<u>\$5,068</u>
	<u>Primary</u>									
6.4.2	Blade-CAT140HP Manufacturer/Model: <u>Caterpillar140H</u>	<u>\$654</u>	<u>\$2,119</u>	<u>\$6,002</u>	<u>\$687</u>	<u>\$2,225</u>	<u>\$6,303</u>	<u>\$721</u>	<u>\$2,336</u>	<u>\$6,618</u>
	<u>Secondary</u>									
6.4.3	Loader 980 4 cubic yard Manufacturer/Model: <u>Caterpillar950G4cubicyardLoader</u>	<u>\$529</u>	<u>\$2,004</u>	<u>\$5,676</u>	<u>\$555</u>	<u>\$2,105</u>	<u>\$5,960</u>	<u>\$583</u>	<u>\$2,211</u>	<u>\$6,258</u>
	<u>Primary</u>									
6.4.4	Road Broom, Broce Manufacturer/Model: <u>Broce CR350-\$100 per inch broom wear</u>	<u>\$209</u>	<u>\$594</u>	<u>\$1,680</u>	<u>\$220</u>	<u>\$623</u>	<u>\$1,764</u>	<u>\$231</u>	<u>\$654</u>	<u>\$1,853</u>
	<u>Secondary</u>									
6.4.5	623 Caterpillar, Scraper Manufacturer/Model: <u>Caterpillar 623G</u>	<u>\$1,309</u>	<u>\$4,958</u>	<u>\$14,046</u>	<u>\$1,374</u>	<u>\$5,206</u>	<u>\$14,749</u>	<u>\$1,443</u>	<u>\$5,466</u>	<u>\$15,486</u>

EMPIRE MACHINERY, 1725 SOUTH COUNTRY CLUB DRIVE, MESA, AZ 85210

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
	<u>Primary</u>									
6.4.6	D-8 Caterpillar Dozer Manufacturer/Model: <u>Caterpillar D8T</u>	<u>\$1,433</u>	<u>\$4,956</u>	<u>\$15,382</u>	<u>\$1,505</u>	<u>\$5,206</u>	<u>\$16,151</u>	<u>\$1,580</u>	<u>\$5,466</u>	<u>\$16,959</u>
	<u>Only bidder</u>									
6.4.7	D-9 Caterpillar Dozer Manufacturer/Model: <u>Caterpillar D9T</u>	<u>\$1,652</u>	<u>\$6,256</u>	<u>\$17,725</u>	<u>\$1,734</u>	<u>\$6,569</u>	<u>\$18,611</u>	<u>\$1,820</u>	<u>\$6,898</u>	<u>\$19,541</u>
	<u>Primary</u>									
6.4.8	160-H Grader Manufacturer/Model: <u>Caterpillar 160H</u>	<u>\$642</u>	<u>\$2,444</u>	<u>\$6,941</u>	<u>\$674</u>	<u>\$2,566</u>	<u>\$7,288</u>	<u>\$707</u>	<u>\$2,694</u>	<u>\$7,652</u>
	<u>Secondary</u>									
6.4.10	Excavator, w/27' reach (+/-1') 3' bucket Manufacturer/Model: <u>Caterpillar 345C</u>	<u>\$1,014</u>	<u>\$3,841</u>	<u>\$10,882</u>	<u>\$1,065</u>	<u>\$4,033</u>	<u>\$11,426</u>	<u>\$1,118</u>	<u>\$4,234</u>	<u>\$11,998</u>
6.5	<u>LIGHTING EQUIPMENT</u>									
	<u>Secondary</u>									
6.5.1	4,000 Watt 30' Towers Manufacturer/Model: <u>Allmand Light Tower</u>	<u>\$93</u>	<u>\$266</u>	<u>\$752</u>	<u>\$98</u>	<u>\$279</u>	<u>\$789</u>	<u>\$102</u>	<u>\$293</u>	<u>\$829</u>
6.6	<u>ROLLERS, RIDE-ON, STATIC</u>									
	<u>Primary</u>									
6.6.1	10 to 12 Ton, Rubber Manufacturer/Model: <u>Caterpillar PS150C 9-wheel 114-ton Pneumatic Roller</u>	<u>\$252</u>	<u>\$715</u>	<u>\$2,025</u>	<u>\$265</u>	<u>\$751</u>	<u>\$2,126</u>	<u>\$277</u>	<u>\$787</u>	<u>\$2,233</u>
6.6.2	10 to 12 Ton, Steel Manufacturer/Model: <u>Caterpillar CB534D 67" Drum</u>	<u>\$549</u>	<u>\$1,557</u>	<u>\$4,412</u>	<u>\$576</u>	<u>\$1,635</u>	<u>\$4,632</u>	<u>\$605</u>	<u>\$1,717</u>	<u>\$4,864</u>

EMPIRE MACHINERY, 1725 SOUTH COUNTRY CLUB DRIVE, MESA, AZ 85210

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
6.7	<u>ROLLERS, RIDE-ON, VIBRATORY</u>									
	<u>Primary</u>									
6.7.1	3 to 5 Ton, Steel Manufacturer/Model: <u>Caterpillar CB214D or CB224D</u>	<u>\$129</u>	<u>\$366</u>	<u>\$1,035</u>	<u>\$135</u>	<u>\$384</u>	<u>\$1,087</u>	<u>\$142</u>	<u>\$403</u>	<u>\$1,141</u>
	<u>Secondary</u>									
6.7.2	8 to 10 Ton, Steel Manufacturer/Model: <u>Caterpillar CB434D</u>	<u>\$421</u>	<u>\$1,196</u>	<u>\$3,386</u>	<u>\$442</u>	<u>\$1,255</u>	<u>\$3,556</u>	<u>\$464</u>	<u>\$1,318</u>	<u>\$3,733</u>
	<u>Secondary</u>									
6.7.3	10 to 12 Ton, Steel Manufacturer/Model: <u>Caterpillar CB534D</u>	<u>\$549</u>	<u>\$1,557</u>	<u>\$4,412</u>	<u>\$576</u>	<u>\$1,635</u>	<u>\$4,632</u>	<u>\$605</u>	<u>\$1,717</u>	<u>\$4,864</u>
6.8	<u>TRACTOR</u>									
	<u>Secondary</u>									
6.8.1	743 Bobcat (or equivalent) Manufacturer/Model: <u>Caterpillar 226B</u>	<u>\$222</u>	<u>\$630</u>	<u>\$1,787</u>	<u>\$233</u>	<u>\$662</u>	<u>\$1,877</u>	<u>\$245</u>	<u>\$695</u>	<u>\$1,970</u>
	Attachments for 6.8.1									
6.8.1.1	Post Hole Digger Manufacturer/Model: <u>Caterpillar A13, A14B, or A19B</u>	<u>\$155</u>	<u>\$441</u>	<u>\$1,247</u>	<u>\$163</u>	<u>\$464</u>	<u>\$1,310</u>	<u>\$170</u>	<u>\$487</u>	<u>\$1,375</u>
	<u>Secondary</u>									
6.8.1.2	Hydraulic Hammer Manufacturer/Model: <u>Caterpillar 600lb</u>	<u>\$192</u>	<u>\$547</u>	<u>\$1,547</u>	<u>\$202</u>	<u>\$574</u>	<u>\$1,625</u>	<u>\$212</u>	<u>\$603</u>	<u>\$1,706</u>

EMPIRE MACHINERY, 1725 SOUTH COUNTRY CLUB DRIVE, MESA, AZ 85210

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
	<u>Secondary</u>									
6.8.1.3	Trencher Manufacturer/Model: <u>Caterpillar T9</u>	<u>\$112</u>	<u>\$315</u>	<u>\$893</u>	<u>\$117</u>	<u>\$331</u>	<u>\$938</u>	<u>\$123</u>	<u>\$348</u>	<u>\$984</u>
6.10	<u>TRUCKS, WATER-FRONT-REAR-SIDE DISCHARGE</u>									
	<u>Secondary</u>									
6.10.1	2,000 Gallon Manufacturer/Model: <u>Kenworth</u>	<u>\$288</u>	<u>\$819</u>	<u>\$2,320</u>	<u>\$303</u>	<u>\$860</u>	<u>\$2,436</u>	<u>\$318</u>	<u>\$903</u>	<u>\$2,558</u>
	<u>Secondary</u>									
6.10.2	4,000 Gallon Manufacturer/Model: <u>Kenworth</u>	<u>\$528</u>	<u>\$1,500</u>	<u>\$4,248</u>	<u>\$554</u>	<u>\$1,575</u>	<u>\$4,460</u>	<u>\$581</u>	<u>\$1,654</u>	<u>\$4,683</u>
	<u>Primary</u>									
6.10.4	4,000 Gallon, Canal Fill Manufacturer/Model: <u>Kenworth</u>	<u>\$578</u>	<u>\$1,500</u>	<u>\$4,248</u>	<u>\$554</u>	<u>\$1,575</u>	<u>\$4,460</u>	<u>\$581</u>	<u>\$1,654</u>	<u>\$4,683</u>
6.11	<u>WATER WAGONS & EQUIPMENT</u>									
	<u>Only bidder</u>									
6.11.1	5,000 Gallon with Pump& Hose Manufacturer/Model: <u>Caterpillar 613CWW-5000 gallon</u>	<u>\$882</u>	<u>\$2,506</u>	<u>\$7,100</u>	<u>\$926</u>	<u>\$2,631</u>	<u>\$7,455</u>	<u>\$973</u>	<u>\$2,763</u>	<u>\$7,827</u>
	<u>Only bidder</u>									
6.11.4	8,000 Gallon Water Wagon Manufacturer/Model: <u>Caterpillar 621GWW-8000 gallon</u>	<u>\$1,458</u>	<u>\$4,141</u>	<u>\$11,734</u>	<u>\$1,531</u>	<u>\$4,348</u>	<u>\$12,321</u>	<u>\$1,607</u>	<u>\$4,566</u>	<u>\$12,937</u>
	<u>Secondary</u>									
6.11.5	Water Tower,10,000 Gallon Tank, Complete Manufacturer/Model: <u>Klein Tank 12K</u>	<u>\$189</u>	<u>\$536</u>	<u>\$1,518</u>	<u>\$198</u>	<u>\$563</u>	<u>\$1,594</u>	<u>\$207</u>	<u>\$591</u>	<u>\$1,673</u>

EMPIRE MACHINERY, 1725 SOUTH COUNTRY CLUB DRIVE, MESA, AZ 85210

6.13 OTHER EQUIPMENT NOT LISTED IN BID AT PUBLISHED PRICE AT TIME OF BID LESS _____%

Day = 5% Discount off card rate

Week = 10% Discount off card rate

Month = 15% Discount off card rate

6.14 Mileage Charge for On-Site Delivery: \$4.15 - 8.15 per/mile

6.15 Geographic area where vendor has offices and yard located in. (see page 4)

Zone 1 Addresses:

Deer Valley Store 21230 N. Black Canyon Highway, Phoenix

Zone 4 Addresses:

Mesa Store 165 W. Iron Ave., Mesa

PRICING SHEET: S075104/B0607659

Terms: NET 30

Vendor Number: W000001112 X

Telephone Number: 480/633-4517

Fax Number: 480/633-4626

Contact Person: Chet Craft

E-mail Address: ccraft@empire-cat.com

Company Web Site: www.empire-cat.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2009.**

HERTZ EQUIPMENT RENTAL, 2010 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X___ YES ____ NO

6.0 PRICING:

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
6.1	<u>BACKHOE</u>									
6.1.1	710B Extend-a-hoe, 4x4, John Deere Manufacturer/Model: John Deere 710G	<u>\$440</u>	<u>\$1,650</u>	<u>\$3,900</u>	<u>\$460</u>	<u>\$1,730</u>	<u>\$4,095</u>	<u>\$485</u>	<u>\$1,820</u>	<u>\$4,300</u>
6.3	<u>FORKLIFTS</u>									
	<u>Primary</u>									
6.3.1	Forklift, Yard, CAT V50D Manufacturer/Model: <u>Toyota 7FGU25</u>	<u>\$100</u>	<u>\$405</u>	<u>\$975</u>	<u>\$105</u>	<u>\$425</u>	<u>\$1,025</u>	<u>\$110</u>	<u>\$445</u>	<u>\$1,075</u>
	<u>Primary</u>									
6.3.2	Forklift, Warehouse, Hyster E40XL-27 Manufacturer/Model: <u>Hyster H50XM</u>	<u>\$100</u>	<u>\$405</u>	<u>\$975</u>	<u>\$105</u>	<u>\$425</u>	<u>\$1,025</u>	<u>\$110</u>	<u>\$445</u>	<u>\$1,075</u>
6.4	<u>HEAVY EQUIPMENT</u>									
	<u>Primary</u>									
6.4.3	Loader 9804 cubic yard Manufacturer/Model: <u>John Deere 644J</u>	<u>\$525</u>	<u>\$1,800</u>	<u>\$5,200</u>	<u>\$550</u>	<u>\$1,890</u>	<u>\$5,460</u>	<u>\$575</u>	<u>\$1,985</u>	<u>\$5,735</u>
6.4.4	Road Broom, Broce Manufacturer/Model: <u>Broce RJ350</u>	<u>\$160</u>	<u>\$950</u>	<u>\$2,300</u>	<u>\$168</u>	<u>\$1,000</u>	<u>\$2,415</u>	<u>\$176</u>	<u>\$1,050</u>	<u>\$2,535</u>

HERTZ EQUIPMENT RENTAL, 2010 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
6.5	<u>LIGHTING EQUIPMENT</u>									
	<i><u>Primary</u></i>									
6.5.1	4,000 Watt 30' Towers Manufacturer/Model: <u>Genie TML/4000</u>	<u>\$90</u>	<u>\$300</u>	<u>\$675</u>	<u>\$95</u>	<u>\$315</u>	<u>\$710</u>	<u>\$100</u>	<u>\$330</u>	<u>\$750</u>
6.6	<u>ROLLERS, RIDE-ON, STATIC</u>									
	<i><u>Secondary</u></i>									
6.6.1	10 to 12 Ton, Rubber Manufacturer/Model: <u>I-R PT-125R</u>	<u>\$240</u>	<u>\$960</u>	<u>\$2,900</u>	<u>\$250</u>	<u>\$1,010</u>	<u>\$3,045</u>	<u>\$265</u>	<u>\$1,060</u>	<u>\$3,200</u>
	<i><u>Secondary</u></i>									
6.6.2	10 to 12 Ton, Steel Manufacturer/Model: <u>I-R SD100D</u>	<u>\$465</u>	<u>\$1,600</u>	<u>\$4,300</u>	<u>\$490</u>	<u>\$1,680</u>	<u>\$4,515</u>	<u>\$515</u>	<u>\$1,765</u>	<u>\$4,740</u>
6.7	<u>ROLLERS, RIDE-ON, VIBRATORY</u>									
6.7.1	3 to 5 Ton, Steel Manufacturer/Model: <u>I-R DD-24</u>	<u>\$205</u>	<u>\$720</u>	<u>\$1,800</u>	<u>\$215</u>	<u>\$755</u>	<u>\$1,890</u>	<u>\$225</u>	<u>\$795</u>	<u>\$1,985</u>
6.8	<u>TRACTOR</u>									
	<i><u>Primary</u></i>									
6.8.1	743 Bobcat (or equivalent) Manufacturer/Model: Bobcat S175	<u>\$150</u>	<u>\$475</u>	<u>\$1,275</u>	<u>\$160</u>	<u>\$500</u>	<u>\$1,340</u>	<u>\$170</u>	<u>\$525</u>	<u>\$1,410</u>
	Attachments for 6.8.1									
	<i><u>Primary</u></i>									
6.8.1.1	Post Hole Digger Manufacturer/Model: Melroe 6711874	<u>\$40</u>	<u>\$110</u>	<u>\$315</u>	<u>\$42</u>	<u>\$115</u>	<u>\$330</u>	<u>\$45</u>	<u>\$120</u>	<u>\$350</u>

HERTZ EQUIPMENT RENTAL, 2010 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
	<i><u>Primary</u></i>									
6.8.1.2	Hydraulic Hammer Manufacturer/Model: <u>Stanley MB356</u>	<u>\$100</u>	<u>\$370</u>	<u>\$1,000</u>	<u>\$105</u>	<u>\$390</u>	<u>\$1,050</u>	<u>\$110</u>	<u>\$410</u>	<u>\$1,100</u>
6.9	<u>TRUCKS, DUMP</u>									
	<i><u>Secondary</u></i>									
6.9.2	7 cubic yard Dump Manufacturer/Model: <u>IH400-6yd</u>	<u>\$175</u>	<u>\$630</u>	<u>\$1,750</u>	<u>\$185</u>	<u>\$660</u>	<u>\$1,840</u>	<u>\$195</u>	<u>\$695</u>	<u>\$1,935</u>
6.10	<u>TRUCKS, WATER-FRONT-REAR-SIDE DISCHARGE</u>									
6.10.1	2,000 Gallon Manufacturer/Model: <u>Ford F750-1</u>	<u>\$290</u>	<u>\$875</u>	<u>\$2,400</u>	<u>\$305</u>	<u>\$920</u>	<u>\$2,520</u>	<u>\$320</u>	<u>\$965</u>	<u>\$2,645</u>
6.10.2	4,000 Gallon Manufacturer/Model: <u>IH 4900-01</u>	<u>\$475</u>	<u>\$1,675</u>	<u>\$4,400</u>	<u>\$500</u>	<u>\$1,760</u>	<u>\$4,620</u>	<u>\$525</u>	<u>\$1,850</u>	<u>\$4,850</u>
	<i><u>Primary (only Bidder)</u></i>									
6.10.3	3,800 Gallon Manufacturer/Model: <u>IH 4900-01</u>	<u>\$475</u>	<u>\$1,675</u>	<u>\$4,400</u>	<u>\$500</u>	<u>\$1,760</u>	<u>\$4,620</u>	<u>\$525</u>	<u>\$1,850</u>	<u>\$4,850</u>
	<i><u>Secondary</u></i>									
6.10.4	4,000 Gallon, Canal Fill Manufacturer/Model: <u>IH 4900-01</u>	<u>\$475</u>	<u>\$1,675</u>	<u>\$4,400</u>	<u>\$500</u>	<u>\$1,760</u>	<u>\$4,620</u>	<u>\$525</u>	<u>\$1,850</u>	<u>\$4,850</u>

HERTZ EQUIPMENT RENTAL, 2010 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

6.13 OTHER EQUIPMENT NOT LISTED IN BID AT PUBLISHED PRICE AT TIME OF BID LESS 10 %

6.14 Mileage Charge for On-Site Delivery: \$ 1.50 per/mile

6.15 Geographic area where vendor has offices and yard located in. (see page 4)

Zone 1 Addresses:
2010 N. Black Canyon highway, Phoenix

Zone 2 Addresses:
2010 N. Black Canyon highway, Phoenix

Zone 3 Addresses:
755 E. Baseline Road, Gilbert

Zone 4 Addresses:
755 E. Baseline Road, Gilbert

PRICING SHEET: S075104/B0607659

Terms: NET 30

Vendor Number: W000003938 X

Telephone Number: 602/269-5931

Fax Number: 602/269-5688

Contact Person: Anthony Gonnella

E-mail Address: hercsales@hertz.com

Company Web Site: www.hertzequip.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2009.**

R. D. O. EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ X YES ☐ NO

6.0 PRICING:

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
6.1	<u>BACKHOE</u>									
6.1.1	710G Extend-a-hoe, 4x4, John Deere Manufacturer/Model: <u>John Deere 710G</u>	<u>\$446.00</u>	<u>\$1,784.00</u>	<u>\$5,000.00</u>	<u>500.00</u>	<u>\$1,800.00</u>	<u>\$5,200.00</u>	<u>\$550.00</u>	<u>\$1,895.00</u>	<u>\$5,500.00</u>
6.4	<u>HEAVY EQUIPMENT</u>									
	<i><u>Secondary</u></i>									
6.4.1	Blade - CAT 120HP Manufacturer/Model: <u>John Deere 672 D</u>	<u>\$800.00</u>	<u>\$2,500.00</u>	<u>\$7,500.00</u>	<u>\$850.00</u>	<u>\$2,800.00</u>	<u>\$8,000.00</u>	<u>\$900.00</u>	<u>\$3,000.00</u>	<u>\$8,500.00</u>
	<i><u>Secondary</u></i>									
6.4.2	Blade - CAT 140HP Manufacturer/Model: <u>John Deere 772 D</u>	<u>\$875.00</u>	<u>\$2,800.00</u>	<u>\$8,100.00</u>	<u>\$925.00</u>	<u>\$2,200.00</u>	<u>\$8,500.00</u>	<u>\$1,000.00</u>	<u>\$3,500.00</u>	<u>\$9,200.00</u>
6.4.3	Loader 980 4 cubic yard Manufacturer/Model: <u>John Deere 644 J</u>	<u>\$900.00</u>	<u>\$3,200.00</u>	<u>\$6,000.00</u>	<u>\$1,000.00</u>	<u>\$3,600.00</u>	<u>\$7,000.00</u>	<u>\$1,300.00</u>	<u>\$4,000.00</u>	<u>\$7,500.00</u>
	<i><u>Secondary</u></i>									
6.4.4	Road Broom, Broce Manufacturer/Model: <u>DT 80J Superior</u>	<u>\$150.00</u>	<u>\$500.00</u>	<u>\$1,500.00</u>	<u>\$200.00</u>	<u>\$650.00</u>	<u>\$1,800.00</u>	<u>\$250.00</u>	<u>\$800.00</u>	<u>\$2,000.00</u>
	<i><u>Secondary</u></i>									
6.4.6	D-8 Caterpillar Dozer Manufacturer/Model: <u>John Deere 1050C</u>	<u>\$1,500.00</u>	<u>\$5,000.00</u>	<u>\$14,000.00</u>	<u>\$1,800.00</u>	<u>\$6,000.00</u>	<u>\$16,000.00</u>	<u>\$2,000.00</u>	<u>\$7,000.00</u>	<u>\$18,000.00</u>

R. D. O. EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

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R. D. O. EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
6.8	<u>TRACTOR</u>									
6.8.1	743 Bobcat (or equivalent) Manufacturer/Model: <u>John Deere 320</u>	<u>\$200.00</u>	<u>\$725.00</u>	<u>\$2,000.00</u>	<u>\$250.00</u>	<u>\$800.00</u>	<u>\$2,200.00</u>	<u>\$300.00</u>	<u>\$900.00</u>	<u>\$2,400.00</u>
	Attachments for 6.8.1									
	<u>Secondary</u>									
6.8.1.1	Post Hole Digger Manufacturer/Model: <u>John Deere PA30</u>	<u>\$85.00</u>	<u>\$175.00</u>	<u>\$500.00</u>	<u>\$95.00</u>	<u>\$200.00</u>	<u>\$600.00</u>	<u>\$110.00</u>	<u>\$250.00</u>	<u>\$695.00</u>
6.8.1.2	Hydraulic Hammer Manufacturer/Model: <u>John Deere HB 75</u>	<u>\$200.00</u>	<u>\$725.00</u>	<u>\$2,000.00</u>	<u>\$250.00</u>	<u>\$800.00</u>	<u>\$2,200.00</u>	<u>\$300.00</u>	<u>\$900.00</u>	<u>\$2,400.00</u>
	<u>Primary</u>									
6.8.1.3	Trencher Manufacturer/Model: <u>John Deere TR48B</u>	<u>\$95.00</u>	<u>\$175.00</u>	<u>\$500.00</u>	<u>\$100.00</u>	<u>\$300.00</u>	<u>\$600.00</u>	<u>\$110.00</u>	<u>\$350.00</u>	<u>\$800.00</u>
	<u>Primary</u>									
6.8.1.4	Backhoe Manufacturer/Model: <u>John Deere HB 9</u>	<u>\$155.00</u>	<u>\$626.00</u>	<u>\$1,685.00</u>	<u>\$175.00</u>	<u>\$650.00</u>	<u>\$1,725.00</u>	<u>\$185.00</u>	<u>\$695.00</u>	<u>\$1,800.00</u>
6.10	<u>TRUCKS, WATER - FRONT-REAR-SIDE DISCHARGE</u>									
6.10.1	2,000 Gallon Manufacturer/Model: <u>GMC 8500</u>	<u>\$250.00</u>	<u>\$900.00</u>	<u>\$2,400.00</u>	<u>\$275.00</u>	<u>\$1,000.00</u>	<u>\$2,800.00</u>	<u>\$325.00</u>	<u>\$1,100.00</u>	<u>\$2,875.00</u>

R. D. O. EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

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R. D. O. EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

PRICING SHEET: S075104/B0607659

Terms:	NET 30
Vendor Number:	W000000706 X
Telephone Number:	602/415-4700
Fax Number:	602/2330383
Contact Person:	John Cheney
E-mail Address:	ddickerson@rdoequipment.com
Company Web Site:	www.rdoequipment.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending August 31, 2009.

SOUTHWEST CHARTER LINES, 19 E. BROADWAY ROAD, MESA, AZ 85210

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
6.1	<u>BACKHOE</u>									
	<u>Primary</u>									
6.1.1	710B Extend-a-hoe, 4x4, John Deere Manufacturer/Model: <u>John Deere 310E</u>	<u>\$100.00</u>	<u>\$500.00</u>	<u>\$1,500.00</u>	<u>\$105.00</u>	<u>\$525.00</u>	<u>\$1,575.00</u>	<u>\$110.00</u>	<u>\$550.00</u>	<u>\$1,650.00</u>
6.3	<u>FORKLIFTS</u>									
	<u>Secondary</u>									
6.3.1	Forklift, Yard, CAT V50D Manufacturer/Model: <u>Eagle RC60 - 6K All Terrain</u>	<u>\$115.00</u>	<u>\$460.00</u>	<u>\$1,380.00</u>	<u>\$120.00</u>	<u>\$600.00</u>	<u>\$1,800.00</u>	<u>\$126.00</u>	<u>\$630.00</u>	<u>\$1,890.00</u>
6.4	<u>HEAVY EQUIPMENT</u>									
	<u>Primary</u>									
6.4.5	623 Caterpillar, Scraper Manufacturer/Model: <u>Caterpillar 615C II</u>	<u>\$635.00</u>	<u>\$3,165.00</u>	<u>\$9,500.00</u>	<u>\$665.00</u>	<u>\$3,325.00</u>	<u>\$9,975.00</u>	<u>\$700.00</u>	<u>\$3,500.00</u>	<u>\$10,500.00</u>
6.5	<u>LIGHTING EQUIPMENT</u>									
6.5.1	4,000 Watt 30' Towers Manufacturer/Model: <u>Magnum 3060</u>	<u>\$60.00</u>	<u>\$300.00</u>	<u>\$900.00</u>	<u>\$65.00</u>	<u>\$325.00</u>	<u>\$975.00</u>	<u>\$70.00</u>	<u>\$350.00</u>	<u>\$1,050.00</u>
6.9	<u>TRUCKS, DUMP</u>									
	<u>Primary</u>									
6.9.2	7 cubic yard Dump Manufacturer/Model: <u>International 4900 - 5 Yard</u>	<u>\$100.00</u>	<u>\$500.00</u>	<u>\$1,500.00</u>	<u>\$105.00</u>	<u>\$525.00</u>	<u>\$1,575.00</u>	<u>\$110.00</u>	<u>\$550.00</u>	<u>\$1,650.00</u>

SOUTHWEST CHARTER LINES, 19 E. BROADWAY ROAD, MESA, AZ 85210

		YEAR 1 DAILY	YEAR 1 WEEKLY	YEAR 1 MONTHLY	YEAR 2 DAILY	YEAR 2 WEEKLY	YEAR 2 MONTHLY	YEAR 3 DAILY	YEAR 3 WEEKLY	YEAR 3 MONTHLY
	<u>Only bidder</u>									
6.9.3	Super "14" 20 cubic yard Dump	<u>\$150.00</u>	<u>\$750.00</u>	<u>\$2,250.00</u>	<u>\$155.00</u>	<u>\$775.00</u>	<u>\$2,325.00</u>	<u>\$165.00</u>	<u>\$825.00</u>	<u>\$2,475.00</u>
	Manufacturer/Model: <u>Peterbilt 337 - 12 Yard</u>									

6.10 TRUCKS, WATER - FRONT-REAR-SIDE DISCHARGE

Primary

6.10.1	2,000 Gallon	<u>\$125.00</u>	<u>\$625.00</u>	<u>\$1,875.00</u>	<u>\$135.00</u>	<u>\$675.00</u>	<u>\$2,025.00</u>	<u>\$145.00</u>	<u>\$725.00</u>	<u>\$2,175.00</u>
	Manufacturer/Model: <u>International 4900 - 2,500 Gallon</u>									

Primary

6.10.2	4,000 Gallon	<u>\$175.00</u>	<u>\$875.00</u>	<u>\$2,625.00</u>	<u>\$185.00</u>	<u>\$925.00</u>	<u>\$2,775.00</u>	<u>\$195.00</u>	<u>\$975.00</u>	<u>\$2,925.00</u>
	Manufacturer/Model: <u>Peterbilt 337 - 5,000 Gallon</u>									

6.13 OTHER EQUIPMENT NOT LISTED IN BID AT PUBLISHED PRICE AT TIME OF BID LESS ____%
Please see attached catalog for full list of available equipment with pricing

6.14 Mileage Charge for On-Site Delivery: Included in Pricing

6.15 Geographic area where vendor has offices and yard located in. (see page 4)

Zone 4 Addresses:
19 East Broadway Rd, Mesa

SOUTHWEST CHARTER LINES, 19 E. BROADWAY ROAD, MESA, AZ 85210

PRICING SHEET: S075104/B0607659

Terms: NET 30

Vendor Number: W000006009 X

Telephone Number: 480/890-9872

Fax Number: 480/890-9878

Contact Person: Mark Pike

E-mail Address: Mark@swcl.com

Company Web Site: www.swcl.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2009.**